

UNITED STATES DISTRICT COURT

333 Constitution Ave., NW
Washington, D.C. 20001

Telephone: 202-354-3019 ■ Fax: 202-354-3277 ■

August 10, 2011

The United States District Court for the District of Columbia is requesting a proposal for the pricing on ***purchase and integration*** of a Videoconference (VTC) system for the Bryant Annex located in the E. Barrett Prettyman United States Courthouse.

All contractors submitting a proposal for this task are required to develop and provide a technical proposal and a pricing proposal based on the requirements and specifications listed in Section C. The technical proposal shall consist of all the submittals required to be provided at the time proposals are due. Price proposals are required in accordance with the pricing schedule set forth in attachment A and shall consist of the prices offered for each individual item of equipment, labor, maintenance, travel and optional items subject to the availability of Court funds, if applicable.

Please include any recommended optional items that are required to be included in the overall evaluation, which may be exercised if funding is available. Award of this proposal will be given to the contractor whose technically acceptable proposal offers the lowest price to the Court.

Submit Proposals to:

Ernest Gambrill, Contracting Officer (CO)
E. Barrett Prettyman U.S. Courthouse
333 Constitution Ave., NW
Washington, D.C. 20001
E-mail: ernest_gambrill@dcd.uscourts.gov
Phone: 202-354-3014
Fax: 202-354-3023

Direct Technical Questions To:

John Cramer, Contracting Officer's Technical Representative (COTR)
E. Barrett Prettyman U.S. Courthouse
333 Constitution Ave., NW
Washington, D.C. 20001
E-mail: john_cramer@dcd.uscourts.gov
Phone: 202-354-3019
Fax: 202-354-3277

The U.S. District Court is available for on-site inspections Monday through Friday, between the hours of 9:00 am and 3:00 pm. To make an appointment, please contact the COTR.

Final Proposals are due by 4:00 PM EST Thursday, September 1, 2011.
There will be no extensions of proposal deadlines.

SECTION C - STATEMENT OF WORK

C.1 NEEDS ASSESSMENT

The U.S. District Court for the District of Columbia is looking for pricing on the ***purchase and integration of a Videoconference system (VTC) for the Bryant Annex.***

1. Remove existing Tandberg 2500 VTC codec.
2. Install in existing rack one new VTC codec (Polycom VSX8000) in Central Control room.
3. Update existing AMX programming to integrate new codec.
4. New codec must be IP **and** ISDN ready. (Current system uses three ISDN lines for connectivity.)
5. Codec must be routeable (via AMX program) to four locations within the Bryant Annex. Cabling is in place for this, though AMX program will need to be modified in Central Control as well as four alternate locations within Annex.
6. Control of codec must be available at Central Control using either existing AMX control panel or Polycom remote as well as at each alternate location using existing AMX control panel.
7. Codec (and programming) must be able to allow for transmittal of exhibits presented in alternate location (e.g. courtroom) to Far End while in video call.
8. Provide Aux. Output, enabling Court to capture VTC feed (calls) on 3rd party, court-provided device.

Installation Scheduling:

- The Court will determine the schedule for the installation and notify the contractor as to when installation can begin.
- The Court is not responsible for any storage costs for AV equipment purchased in advance by the contractor.
- Once an installation start date is determined by the Court, installation, configuration and testing will be completed within four to six weeks.

C.2 SUMMARY

A. The Contractor shall comply with all Contract Documents, including specifications, line itemized list of parts and costs, drawings, wiring study and project installation schedule.

B. Statement of Work includes, but is not necessarily limited to, the following:

1. The Contractor shall provide a solution that meets all of the Courts requirements as stated above in the **Needs Assessment** section.

2. The Contractor shall test all configured equipment prior to installation to insure proper programming, operation and compatibility. The work shall include everything necessary or incidental to complete the installation including power supplies, accessories, mounting devices, receptacle plates, wire, electrical boxes, racks, etc. The Government will provide conduit and AC power circuits with grounds. The Contractor shall furnish all necessary information to insure that a proper video conference system will be operational after installation. The Contractor shall notify and coordinate any work in the Court, including, drilling, cutting, or other work that may impact the existing Court and condition. Where an omission, discrepancy or conflict may occur in the Contract Documents, including specifications, line itemized list of parts and costs, drawings, conduit/wiring study and project installation schedule; the most stringent, higher quantity or design intent shall be implied. The Contractor shall restore finish hardware to original condition including painting, walls, millwork, ceilings, and attachments.

3. The Contractor shall provide comprehensive training of system operation.

4. The Contractor shall provide equipment that, where required, shall conform to the applicable requirements of the Underwriter's Laboratories, Inc., local codes, the National Electrical Code and any other governing codes. Such items shall bear a label or mark indicating their conformance to the above requirements.

5. The Contractor shall provide a one-year warranty on all repairs, equipment and labor.

6. The Contractor shall integrate all equipment with the Government's infrastructure and existing equipment.

7. The Contractor shall provide a price list of the required equipment, materials and labor if outside the SOW prior to purchase.

8. Provide and install all required connectors, cables, and hardware for floor/wall box receptacles plates to match Government supplied floor/wall boxes. All exposed cables shall be covered in black wire loom. Coordinate conduit, pull strings, access, and dimension requirements with Government. Verify exact requirements in field and submit shop drawings for approval to Government. Verify and inspect all necessary conduits and outlets. Verify any wall, millwork or cabinet modifications that are required. Submit Shop drawings to Government and get written approval from Government prior to fabrication. Show location and type of all special receptacle boxes to be supplied and/or modified by the Contractor in submittals. Provide connection cables for user and Government

provided equipment. Test all connections and provide certified report (signed by Project Engineer).

9. Provide and install all coordination, information, programming, engineering, equipment, wire, parts, and miscellaneous connectors etc., to provide a complete and operational system. All exposed wire shall be plenum rated, where required. Fasten and route wires for concealed appearance. Coordinate appearance, routing and terminations with the Government.

C.3 SCHEDULING

A. It shall be the responsibility of the Contractor to coordinate the installation of the system to be compatible with the Government, the work of Government's Representatives, and the overall construction completion schedule. The Contractor shall attend progress meetings and provide a conduit/wiring analysis at the time of submittals with all additional requirements.

B. The Contractor shall assemble and test all equipment racks with associated equipment to verify proper operation before shipping to the courthouse. Test and shipping shall be coordinated with the Government.

C. The Contractor shall provide operating personnel with adequate training on the completed system, including two training sessions.

D. The Contractor shall provide TECHNICAL personnel with adequate training on maintenance, trouble shooting, and support of users with the completed system, including at least two training sessions.

C.4 DESIGN CONSIDERATIONS

A. All equipment shall be professional grade and rated for continuous duty. Basic guidelines have been prepared with minimum performance requirements. These must be satisfied, unless a variance (separate document) is submitted and approved by the Government.

B. All equipment must be self-supporting. Provide all necessary support hardware.

C. Operating and Maintenance (O & M) manuals: Provide two bound O & M manuals and two CD's to the Government. Each shall contain printed operating instructions for all system functions whose format has been compiled specifically for each system. Providing standard factory equipment operating instructions alone is not acceptable. O & M manuals shall contain "as built" schematic wiring diagrams of all systems, internal wiring diagrams of the central rack cabinet and control panels, parts lists, preventative maintenance notes, troubleshooting procedures, gain charts, impedance charts, plots of each equalizer setting measured at the equalizer output, numerical values for all control settings, and copies of "System Performance Tests and Adjustments" report. All information must be accurate as per written acceptance. These O & M manuals must be delivered no later than ten (10) days before acceptance.

D. Software, control codes, system configurations, settings and other software shall be

provided on CD ROM to the Government. Providing the factory software is not sufficient. ALL settings, codes and programming for the system shall be provided. During Technical Training, provide instruction on use and set up of software.

C.5 PRODUCTS

MANUFACTURERS

A. Equipment component models must have been commercially available for at least one (1) year prior to bid.

B. All equipment and materials shall be new if replacement equipment is required.

CURRENT SYSTEM DESCRIPTION:

- Existing Tandberg 2500 codec is routed to four different locations within Annex.
- Control of Codec available at Central Control or any of four locations.
- Calling done with three ISDN lines.
- Current system allows for transmittal of exhibits presented in Courtroom (alternate location) to Far End.
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C.6 PROPOSED SUBSTITUTIONS

A. Where specific equipment is described, it is not the intention to discriminate against the products of other manufacturers, but rather to establish a standard of quality. All proposed substitutions shall be submitted as alternates with complete data.

B. Government requires manufacturer's original specification tests. The Government will evaluate and approve the substitutions.

C.7 EXECUTION

HARDWARE INSTALLATION

A. Wire all systems in accordance with Standard Broadcast Practices and the National Electrical Code, NFPA, SMPTE, NAB, UL, EIA, FCC, NTSC, Design and Installation (SAMS) and any other authority having jurisdiction. When a conflict occurs, follow the most stringent requirements. Provide the government with information as required or requested.

B. Build out or terminate all circuits containing passive components to provide matching impedances. Record values of all pads.

C. Run all microphone level lines and line level circuits (up to +30 dbm) in separate conduits dedicated to these purposes. Use electrical ducts within racks.

D. All lines in conduits must be insulated and shielded from each other and from the conduit the entire length and must not be spliced. Ground all line shields at the amplifier end of the respective circuits only. Use "wedge on" connectors or heat-shrink tubing to insulate the other end.

E. Ground all grounds effectively at one earth connection. Water pipes do not suffice as grounds. Use earth ground or approved equal. Use rosin core solder or standard mechanical connections and terminal strips for all joints and terminations.

F. The installation of all work must be in accordance with commonly accepted industry standards and practice. A qualified Engineer shall exercise engineering supervision over the entire installation and inspect the installation at least twice prior to Acceptance Testing. It is the responsibility of the Contractor to cooperate with other trades in order to achieve well-coordinated progress and satisfactory final results. The Contractor must watch for conflicts with work of other contractors on the job and execute moderate moves or changes as are necessary to accommodate other equipment or preserve symmetry and pleasing appearance.

G. All cable and wire ends shall be clearly tagged with destination and function markings in accordance with the wiring diagram.

H. Rack shall have power on one side and low voltage on the other side, and shall be harnessed for clean appearance.

C.8 FIELD QUALITY CONTROL AFTER REPAIRS AND/OR REPLACEMENT (ACCEPTANCE TESTING)

A. System Performance, Tests, and Adjustments:

1. Report:

a. Upon completion of the tests and necessary adjustment, submit two (2) copies of a written report presenting test results, including numerical values for all measurements, for review by the Government prior to demonstration and "Acceptance Testing."

b. With the above report, submit written certification that the installation conforms to specifications, is complete, and is ready for inspection and testing by the Government.

2. Video:

Picture shall be evaluated for brightness, convergence, sharpness, and color. System shall conform to NTSC, FCC, TASL specifications, and RS-170A. Provide waveform generator and vector scope tests. All video signals shall be 1-volt peak-to-peak.

3. Monitor Hum and Noise Level:

Test overall hum and noise to be at least 50 dB below rated power output with amplifier controls set for optimum signal-to-noise, using input from cassette,

VCR, and gooseneck microphones.

4. Electric Distortion:

a. Load power amplifiers with resistors matching nominal impedance of output terminals used in system in place of actual loudspeaker loads.

b. Adjust gain controls as for hum and noise level test.

c. Apply 250, 500, 1,000, 2,000, and 4,000 Hz sine wave signal from oscillator having less than .01% T.H.D. to each microphone and line level input at level required to produce full amplifier output.

d. Distortion must measure less than 0.5%.

5. Parasitic Oscillation and RF Pickup:

a. Set up system for each specified mode of operation.

b. Use an oscilloscope with a 5MHz bandwidth and speaker monitoring.

c. Check to insure that the system is free of spurious oscillation and RF pickup in the absence of any input signal and also with the system driven momentarily to full output at 160Hz.

d. Repeat this test for each mode of operation of the lighting dimmers (incandescent, neon, and fluorescent).

6. Buzzes, Rattles and Distortions:

a. Apply high quality music from audiocassette and adjust volume for peak output.

b. In both cases, listen carefully for buzzes, rattles, and objectionable distortion.

c. Correct all causes of such defects. If cause is outside system, promptly notify the Government indicating cause and suggested corrective procedures.

7. Equalization:

a. Equalize the sound systems in order to provide uniform seat-to-seat response, raise the threshold of feedback, suppress ring modes, and insure natural, pleasing sound in equal and adequate amplitude with maximum degree of intelligibility, and provide performance conforming to the requirements specified under "Acceptance Testing." Equalization shall be adjusted for flat response from 125 Hz to 2k Hz and -3 dB per octave above 2k Hz.

8. Level Balance:

a. Adjust all items of similar equipment for identical measured voltage gain.

b. Unless otherwise specified, use tamper-proof security covers on all controls affecting overall system level balance and signal-to-noise ratio, such as power amplifier input level control, and input-output level controls for equalizers, mixers, amplifiers, etc.

c. Some controls may require re-adjustment as the result of "Acceptance Testing".

9. Controls:

a. Meet with the Government and Government's Representatives and make system control changes as directed.

10. Final Acceptance:

a. Upon approval of the Contractor's test report and at a time set by the Government, demonstrate to the Government that the final system adjustments and tests meet the performance requirements. Provide all labor, materials, tools, and measurement equipment necessary for these tests and adjustments.

b. Contractor's Representatives performing these tests must be thoroughly familiar with all details of the system. The test team must include the Field Supervisor and the Engineer in charge during the course of the installation work.

c. Contractor is responsible for all costs incurred to satisfy criteria requirements.

d. Acceptance Tests may include speech intelligibility surveys and subjective evaluations by observers viewing and listening at various positions under various operating conditions, using speech, music, and live or recorded effects material. Acceptance tests shall include viewing of monitor images for sharpness, contrast, brightness, and color.

e. Measurement of frequency response, distortion, noise, wave form, color vector, or other characteristics may be performed (or a demonstration test requested) by the Government on any item or group of items deemed necessary to determine conformity with criteria.

C.9 WARRANTIES REGARDING SERVICE PLAN, REPAIRS AND REPLACEMENTS

A. Installation of each system in its entirety shall be installed per manufacturer's specifications and warranted by the Contractor for a period of one (1) year from date of written acceptance to meet all performance requirements outlined herein. Warranties may not be pro-rated.

B. During the warranty period, no charges shall be made for any labor, equipment, or transportation necessary to maintain performance and functions.

C. During the warranty period, the Contractor shall respond with remedy to a trouble call within twenty-four (24) hours after receipt of such a call, and shall provide a 24-hour service phone number.

D. Equivalent replacement equipment shall be temporarily provided when immediate onsite repairs cannot be made.

E. At least two routine inspection and adjustment visits will be scheduled for the first year. Submit reports to the Government.

C.10 SPARE PARTS

A. Replacement fuses, lamps, and connectors shall be provided in sufficient quantities that should last one (1) year.

C.11 GOVERNMENT COORDINATION

1. Coordinate excluded equipment.
2. Review and Approve touch panel control page layouts.
3. Review and Approve submittals.
4. Review and approve variance Submittals.
5. Coordinate integration into millwork, conduit, and power.
6. Coordinate mount location.
7. Review and approve all substitutions.
8. Review report of test results.
9. Acceptance testing.

C.12 GOVERNMENT PROVIDED ITEMS

1. Conduit, AC power circuits with grounds, floor boxes, pull strings and power.
2. Computers, existing equipment, digital and analog recorders.
3. Schedule for installation, training and acceptance.

C.13 TRAINING

A. Technical - Technical Training of the Government personnel when necessary.

C.14 SOFTWARE

A. The Government expects that the source code for this installation will be delivered to the Government at the completion of the installation. The installer shall provide a labeled CD-ROM inserted into a plastic computer media sleeve containing software setup and configuration files for all configurable equipment, including control system processors, software controlled screens, computer workstation controllers, software-configured signal switchers, mixers, DSP units, or other signal processors. Provide all software settings/configuration files, custom source-code, compiled programs, and all custom display screens on CD-ROM, organized by system/location in subdirectories. Provide all installation programs and drivers necessary to transfer the software settings or programs to each respective piece of equipment. Complete documentation for the software shall be provided as well as the CD-ROM, which shall be furnished in a binder at project closeout along with a printout of the contents of the CD-ROM.

SECTION D - PRESERVATION, PACKAGING, AND PACKING

D.1 Packaging and Marking

(a) Unless otherwise specified, preservation, packaging, and marking for all items delivered hereunder shall be in accordance with commercial practice and adequate to insure acceptance by common carrier and safe arrival at destination. The contractor shall place the solicitation number and delivery order number, or purchase order, as applicable, on or adjacent to the exterior shipping label or include them on the internal packing slip. For any magnetic media provided, the contractor shall provide extra markings for protection against exposure to magnetic fields or temperature extremes.

(b) All documentation, reports, and other deliverables shall be clearly marked with the project title, contract number, and delivery order number (when applicable). Unless otherwise specified, all items shall be packaged and packed in accordance with normal commercial practices - e.g., if magnetic media is involved, extra marking shall be considered for protection against exposure to magnetic fields or temperature.

SECTION E - INSPECTION AND ACCEPTANCE

E.1 Clauses Incorporated by Reference

This procurement incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the contracting officer will make their full text available. Also, the full text of a clause may be accessed electronically at this address: http://www.uscourts.gov/procurement/PC_Chapter_2.pdf

E.2 PERFORMANCE TEST

See “**C.8 FIELD QUALITY CONTROL AFTER REPAIRS AND/OR REPLACEMENT (ACCEPTANCE TESTING)**” listed in Section C.

SECTION F- DELIVERIES OR PERFORMANCE

F.1 Incorporated by Reference

This procurement incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the contracting officer will make their full text available. Also, the full text of a clause may be accessed electronically at this address): http://www.uscourts.gov/procurement/PC_Chapter_7.pdf
http://www.uscourts.gov/procurement/PC_Chapter_2.pdf

F.2 Time of Delivery

(a) The judiciary requires delivery to be made according to the delivery schedule specified in Section F of the contract schedule. The judiciary will evaluate offeror's proposed delivery schedules to determine the offer with the most advantageous delivery time to the judiciary. Offers that propose delivery that will not clearly fall within the required delivery period will be deemed unacceptable.

The judiciary reserves the right to award on the basis of either the required delivery schedule or the proposed delivery schedule when an offeror proposes an earlier delivery schedule than required. If the offeror proposes no other delivery schedule, the required delivery schedule will apply.

(b) The required delivery schedule may be stated in terms of days after the effective date of the contract award or specific dates.

F.3 Desired and Required Time of Delivery

(a) The judiciary desires delivery to be made according to the following schedule:

If the offeror is unable to meet the desired delivery schedule directed by the Court, it may, without prejudicing evaluation of its offer, propose a delivery schedule.

Offers who propose delivery of a quantity under such terms or conditions that delivery will not clearly fall within the applicable required delivery period specified above, will be considered non-responsive and rejected. If the offeror proposes no other delivery schedule, the desired delivery schedule above will apply.

Offeror's Proposed Delivery Schedule -

(b) Attention is directed to the Contract Award provision of the solicitation that provides that a written award or acceptance of offer mailed or otherwise furnished to the successful offeror results in a binding contract. The judiciary will mail or otherwise furnish to the offeror an award or notice of award not later than the day the award is dated. Therefore, the offeror shall compute the time available for performance beginning with the actual date of award, rather than the date the written notice of award is received from the contracting officer through the ordinary mails.

However, the judiciary will evaluate an offer that proposes delivery based on the contractor's date of receipt of the contract or notice of award by adding (1) five calendar days for delivery of the award through the ordinary mails, or (1) one working day if the solicitation states that the contract or notice of award will be transmitted electronically. (The term "working day" excludes weekends and U.S. federal holidays.) If, as so computed, the offered delivery date is later than the required delivery date, the offer will be considered nonresponsive and rejected.

F.4 PERIOD OF PERFORMANCE

See "**C.9 WARRANTIES REGARDING SERVICE PLAN, REPAIRS AND REPLACEMENTS**" in Section C.

SECTION G - CONTRACT ADMINISTRATION DATA

G.1 Clauses Incorporated by Reference

This procurement incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the contracting officer will make their full text available. Also, the full text of a clause may be accessed electronically at this address: http://www.uscourts.gov/procurement/PC_Chapter_7.pdf

G.2 Contract Administration

(a) The contracting officer and contracting officer's technical representative for the contract will be the judiciary's primary points of contact during the performance of the contract. The contracting officer responsible for the administration of this contract will provide a cover letter providing the contracting officer's name, business address, e-mail address, and telephone number. Written communications from the contractor shall make reference to the contract number and shall be mailed to the address provided in the cover letter. Communications pertaining to contract administration matters will be addressed to the contracting officer.

(b) Notwithstanding the contractor's responsibility for total management during the performance of this contract, the administration of this contract will require the maximum coordination between the judiciary and the contractor. All contract administration will be effected by the contracting officer except as may be re-delegated. In no event will any understanding or agreement, contract modification, change order, or other matter in deviation from the terms of this contract between the contractor and a person other than the contracting officer be effective or binding upon the judiciary. All such actions shall be formalized by a proper contractual document executed by the contracting officer.

G.3 Contractor Representative

(a) The contractor's representative to be contacted for all contract administration matters is as follows (*contractor completes the information*):

Name:

Address:

Telephone:

Email:

Fax:

(b) The contractor's representative shall act as the central point of contact with the judiciary, shall be responsible for all contract administration issues relative to this contract, and shall have full authority to act for and legally bind the contractor on all such issues.

SECTION H - SPECIAL CONTRACT REQUIREMENTS

H.1 Clauses Incorporated by Reference

This procurement incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the contracting officer will make their full text available. Also, the full text of a clause may be accessed electronically at this address: http://www.uscourts.gov/procurement/PC_Chapter_1.pdf

H.2 Meetings / Conferences

Technical meetings and/or post-award/pre-performance conference and/or meetings during contract performance may be necessary to resolve problems and to facilitate understanding of the technical requirements of the contract. Participants at these meetings/conferences shall be members of the Contractor's technical staff and technical representatives of the Government. These meetings/conferences shall be scheduled with the agreement and arrangements made between the CO or their representative and the Contractor. All Contractor costs associated with the attendance at these meetings shall be incidental to the contract and not separately billed.

H.3 Price Management

The contractor shall agree that during the contract life, the prices set forth herein shall not exceed the contractor's commercial price list (including applicable commercial discounts) and/or established tariff prices for similar (or identical) services. If at any time this should occur, the contractor shall immediately notify the Court's Contracting Officer and offer the lower prices for incorporation into this contract.

Similar services are defined as comparable commercial technical services such as local voice dial tone (which is equivalent to the Government's Circuit Switched Service for voice) or private line (which is equivalent to the Government's dedicated transmission services).

H.4 Failure to Deliver Service

If the contractor fails to provide an acceptable level of service in terms of it's networking, customer service and/or cannot continue to provide local services to the court, the contractor shall switch the court to another carrier of the court's choice at no cost to the court.

SECTION I - CONTRACT CLAUSES

I.1 Clauses Incorporated by Reference

This procurement incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the contracting officer will make their full text available.

I.2 Option to Extend the Term of the Contract

(a) The Government may extend the term of this contract by written notice to the Contractor within 30 calendar days of the expiration of the contract, provided that the Government shall give the Contractor a preliminary written notice of its intent to extend at least 60 calendar days before the contract expires. The preliminary notice does not commit the Government to an extension.

(b) If the Government exercises this option, the extended contract shall be considered to include this option provision.

C) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 60 months from the date of the contract award.

SECTION J - LIST OF ATTACHMENTS

See attachment A

SECTION K - REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF OFFERORS

K.1 Solicitation Provisions Incorporated by Reference

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the contracting officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this address:
<http://www.uscourts.gov/procurement/clauses.htm>

K.2 Taxpayer Identification

(a) Definitions - "Common parent," as used in this provision, means that corporate entity that owns or controls an affiliated group of corporations that files its federal income tax returns on a consolidated basis, and of which the offeror is a member. "Taxpayer Identification (TIN)," as used in this provision, means the number required by the Internal Revenue Service (IRS) to be used by the offeror in reporting income tax and other returns. The TIN may be either a social security number or an employer identification number.

(b) All offerors shall submit the information required in paragraphs (d) through (f) of this provision to comply with debt collection requirements of 31 U.S.C. 7701© and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A and 6050M, and implementing regulations issued by the IRS. If the resulting contract is subject to the payment reporting requirements, the failure or refusal by the offeror to furnish the information may result in a 31 percent reduction of payments otherwise due under the contract.

C) The TIN may be used by the government to collect and report on any delinquent amounts arising out of the offeror's relationship with the government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to payment recording requirements, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.

(d) Taxpayer Identification Number (TIN): _____

☐ TIN has been applied for.

☐ TIN is not required, because: _____

☐ Offeror is a nonresident alien, foreign corporation or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;

☐ Offeror is an agency or instrumentality of a foreign government;

☐ Offeror is an agency or instrumentality of the federal government.

(e) Type of organization:

☐ sole proprietorship;

☐ partnership;

☐ corporate entity (not tax-exempt);

☐ corporate entity (tax-exempt);

☐ government entity (federal, state or local);

☐ foreign government;

☐ international organization per-26 CFR 1.6049-4;

☐ other _____.

(f) Common parent

☐ Offeror is not owned or controlled by a common parent as defined in paragraph (a) of this provision.

Name and TIN of common parent

Name _____

TIN _____

K.3 Certification Regarding Debarment, Suspension, Proposed Debarment, and Other Responsibility Matters

(a) (1) The offeror certifies, to the best of its knowledge and belief, that:

(i) the offeror and/or any of its principals:

(A) are ___ are not ___ presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any federal agency;

(B) have ___ have not ___, within the three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) contract or subcontract; violation of federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property;

c) are ___ are not ___ presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in paragraph (a)(1)(i)(B) of this provision; and
(ii) The offeror ___ has ___ has not ___, within a three-year period preceding this offer, had one or more contracts terminated for default by any federal agency.

(2) "Principals," for the purposes of this certification, means officers; directors; owners; partners; and, persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segment, and similar positions).

(3) This certification concerns a matter within the jurisdiction of an agency of the United States and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under Section 1001, Title 18, United States Code.

(b) The offeror shall provide immediate written notice to the contracting officer if, at any time prior to contract award, the offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

C) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the offeror's responsibility. Failure of the offeror to furnish a certification or provide such additional information as requested by the contracting officer may render the offeror nonresponsible.

(d) Nothing contained in the foregoing will be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

(e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the offeror knowingly rendered an erroneous certification, in addition to other remedies available to the judiciary, the contracting officer may terminate the contract resulting from this solicitation for default.

K.4 Certificate of Independent Price Determination

(a) The offeror certifies that:

(1) the prices in this offer have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement, with any other offeror or with any competitor relating to:

(A) those prices;

(B) the intention to submit an offer; or

c) the methods or factors used to calculate the prices offered.

(2) The prices in this offer have not been and will not be knowingly disclosed

by the offeror, directly or indirectly, to any other offeror or contract award unless otherwise required by law; and

(3) no attempt has been made or will be made by the offeror to induce any other concern to submit or not to submit an offer for the purpose of restricting competition.

(b) Each signature on the offer is considered to be a certification by the signatory that the signatory:

(1) is the person in the offeror's organization responsible for determining the prices in this offer, and that the signatory has not participated, and will not participate, in any action contrary to paragraphs (a)(1) through (a)(3) of this provision; or

(2) (i) has been authorized, in writing, to act as agent for the following principles in certifying that those principals have not participated, and will not participate, in any action contrary to paragraphs (a)(1) through (a)(3) of this provision _____ *(insert full name of person(s) in the offeror's organization responsible for determining the prices in this offer, and the title of his or her position in the offeror's organization)*;

(ii) as an authorized agent, does certify that the principals named in subdivision (b)(2)(i) of this provision; have not participated, and will not participate, in any action contrary to paragraphs (a)(1) through (a)(3) of this provision; and

(iii) as an agent, has not personally participated, and will not participate, in any action contrary to paragraphs (a)(1) through (a)(3) of this provision.

C) If the offeror deletes or modifies paragraph (a)(2) of this provision, the offeror shall furnish with its offer a signed statement setting forth in detail the circumstances of the disclosure.

K.5 Authorized Negotiators

The offeror represents that the following persons are authorized to negotiate on its behalf with the judiciary in connection with this solicitation *(offeror lists names, titles, and telephone numbers of the authorized negotiators)*.

Name:

Titles:

Telephone:

Fax:

Email:

SECTION L - INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS

L.1 Solicitation Provisions Incorporated by Reference

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the contracting officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this address: <http://www.uscourts.gov/procurement/clauses.htm>

L.2 Protests

(a) The protestor has a choice of protest forums. It is the policy of the judiciary to encourage parties first to seek resolution of disputes with the contracting officer. If the dispute cannot be resolved with the contracting officer, then it is the policy of the judiciary to encourage parties to seek a judiciary resolution of disputes with the Administrative Office of the United States Courts. However, if a party files a formal protest with an external forum on a solicitation on which it has filed a protest with the judiciary, the judiciary protest will be dismissed.

(b) Judiciary protests will be considered only if submitted in accordance with the following time limits and procedures:

(1) any protest shall be filed in writing with the contracting officer designated in the solicitation for resolution of the protest. It shall identify the solicitation or contract protested and set forth a complete statement of the alleged defects or grounds that make the solicitation terms or the award or proposed award defective. Mere statement of intent to file a protest is not a protest.

(2) a protest shall be filed not later than ten (10) calendar days after the basis of the protest is known, or should have been known. A protest based on alleged improprieties in a solicitation which are apparent prior to the closing date for receipt of offers, shall be filed prior to the closing date for receipt of offers. The judiciary, in its discretion, may consider the merits of any protest which is not timely filed. The office hours of the Administrative Office are 8:30 a.m. to 5:00 p.m., eastern time. Time for filing a document expires at 5:00 p.m., eastern time, on the last day on which such filing may be made.

(3) the protest shall include the following information:

(i) name, address, and fax and telephone numbers of the protestor or its representative;

(ii) solicitation or contract number;

(iii) detailed statement of the legal and factual grounds for the protest, to include a description of resulting alleged prejudice to the protestor;

- (iv) copies of relevant documents;
- (v) request for a ruling by the judiciary;
- (vi) statement as to the form of relief requested;
- (vii) all information establishing that the protester is an interested party for the purpose of filing a protest; and
- (viii) all information establishing the timeliness of the protest.

C) Protests that are filed directly with the judiciary, and copies of any protests that are filed with an external forum, will be served on the contracting officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from:

Ernest Gambrill
Contracting Officer (CO)
United States District Court,
333 Constitution Ave., NW
Washington, D.C. 20001

(d) The copy of any protest shall be received in the office designated above within one day of filing a protest with an external forum.

L.3 Type of Contract

This will be a Firm Fixed Price contract with a base year equipment and install and four (1) year options for maintenance.

L.4 Inquiries

The individual responsible for supplying additional information and answering inquiries concerning the Solicitation Document is the Contracting Officer. All questions pertaining to this solicitation shall be submitted in writing to the Contracting Officer. Answers to questions will be provided to all Offerors being solicited, giving due regard to the proper protection of proprietary information. In order to accomplish this, all questions should be received by the Contracting Officer NO LATER THAN FIVE CALENDAR DAYS from date of issuance of the solicitation document. The U. S. District Court is available for on-site inspection during normal business hours: Monday through Friday between the hours of 9:00 a.m. to 3:00 p.m.

To make an appointment, please contact the COTR.

All correspondence relating to the solicitation document shall be submitted to the CO and COTR listed on the front page.

L.5 General Instructions for the Preparation of Proposals

This section provides instructions on how to prepare and submit a proposal in response to this Solicitation.

L.5.1 Proposal Instructions

The Offeror's proposal shall provide all of the information requested below. A cover letter may accompany the proposal to set forth any additional information that the Offeror wishes to bring to the attention of the Court. Sections F,G,J and K should also be returned.

L.5.2 Proposal Format

Offerors are required to provide separate pricing for each service/time frame in Section B of the solicitation. The facilities and services and price shall include all services, including but not limited to, equipment, accessories, cables, connectors, and interface units for installed facilities and services ready for operation by the Courts. The offeror shall additionally provide supporting documentation explaining the "basis" for the proposed pricing (commercial list price, GSA schedule, etc.)

Please submit complete proposals in the following manner:

E-mail proposals to the CO and COTR of the Court. Include contact information and attach the following documents in format noted:

1. Cover letter E-mail stating that this is a final proposal. All final costs including labor, equipment, materials, travel, training, warranties and all related costs for a complete functional system that meets the Court's required needs. **WordPerfect or Adobe Acrobat.**
2. Spreadsheet with complete itemized costs for equipment and labor. **Microsoft Excel, WordPerfect or Adobe Acrobat.**
3. Any comments, recommendations and additional relevant information to be considered with the proposal. **WordPerfect or Adobe Acrobat.**

Please forward all questions, comments or additional information required via E-mail to the Court's CO and COTR. Please follow up with a phone call to confirm that all requested information has been received by the Court's CO and COTR.

SECTION M - EVALUATION FACTORS FOR AWARD

M.1 PROVISIONS INCORPORATED BY REFERENCE

This procurement incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the contracting officer will make their full text available. Also, the full text of a clause may be accessed electronically at this address:| <http://www.uscourts.gov/procurement/clauses.htm>

M.2 General

The evaluation will be conducted using the evaluation criteria as set forth in this Section. Each offer should contain the Offeror's best terms from a technical standpoint. Proposal

clarification/revision requests may be issued which encompass any and all written documentation submitted in response to the RFP as may be deemed necessary by the Contracting Officer to fully explore and evaluate the merits of the proposals submitted.

M.2.1 Evaluation Approach

Each proposal submitted in response to this solicitation shall be evaluated for technical acceptability and lowest price, technically acceptable.

M.2.2 Technical Acceptability Evaluation

To be considered technically acceptable, the proposal shall be evaluated for the ability to meet requirements listed in Section C and the following:

Contract Compliance: The contractor shall acknowledge of the Contractor's understanding and acceptance of requirements set forth in Section C - Statement of Work. This acknowledgment shall, at a minimum, address the criteria established in L.5. Any Offeror failing to comply with all of the requirements of Section C shall be determined to be technically unacceptable, and shall be not be considered further for contract award. The Government reserves the right to seek clarifications or deficiency corrections prior to determining a proposal technically unacceptable.

M.2.3 Price Evaluation

The price evaluation will consider the prices offered by each offeror for each of the CLINs for base year for equipment and installation and each of the four option years for maintenance. The sums of each of each will be added together to determine the total price. The offeror's proposed prices will be evaluated for reasonableness.

M.3 Contract Award

The Government intends to award a single contract resulting from this solicitation. Contract award will be made to the responsible offeror whose offer represents the lowest price technically acceptable to the Government, given the outcome of the Government's evaluation of each offeror's technical proposal and price.

ATTACHMENT A

Pricing Schedule

In addition to a detailed proposal, the contractor shall submit summary costs based on the CLINs and pricing schedule set forth below.

CLIN 1 - Equipment Costs	\$ _____
CLIN 2 - Labor Costs	\$ _____
CLIN 3 - Travel Costs (If Applicable)	\$ _____

CLIN 4 - Optional Items \$ _____

CLIN 5 - Miscellaneous Items \$ _____

CLIN 6 - Maintenance (Year One) \$ _____

Maintenance (Option Year Two) \$ _____

Maintenance (Option Year Three) \$ _____

Maintenance (Option Year Four) \$ _____